

**ERIE COUNTY  
DEPARTMENT OF HEALTH  
PRESCHOOL CONTRACT**

***SPECIAL EDUCATION ITINERANT SERVICES***

**AGREEMENT FOR THE PROVISION OF SPECIAL EDUCATION ITINERANT  
SERVICES TO PRESCHOOL CHILDREN WITH DISABILITIES PURSUANT TO  
NEW YORK STATE EDUCATION LAW ARTICLE 89, SECTION 4410**

THIS AGREEMENT, dated the 5th day of May, 2014, between the COUNTY OF ERIE, hereinafter referred to as the County, acting by and through the Erie County Department of Health, having its office located at 95 Franklin Street in the City of Buffalo, State of New York, and BUFFALO HEARING & SPEECH CENTER, INC., hereinafter referred to as the Provider, having its office located at 50 E. NORTH ST., BUFFALO, NY 14203, is for the provision of special education itinerant services to preschool children with a disability pursuant to New York State Education Law, Article 89, Section 4410.

**WHEREAS**, the Provider has been approved by the Commissioner of the New York State Department of Education to provide special education itinerant services to preschool children with a disability pursuant to New York State Education Law, Article 89, Section 4410, and will provide a copy of such approval to Erie County to be included as **Exhibit F** of this contract; and

**WHEREAS**, "Special Education Itinerant Services (SEIT)" shall mean those services as defined in Section 4410 (1) (K) of the New York State Education Law provided by a certified special education teacher of an approved program on an itinerant basis at a site determined by the board including (but not limited to) an approved or licensed pre-kindergarten or head-start program; the student's home; a hospital; a state facility; or a

child care location pursuant of Section 4410 of the New York State Education Law (such services shall be for the purpose of providing specialized individual or group instruction and/or indirect services to preschool students with disabilities); and

**WHEREAS**, the County is mandated pursuant to New York State Education Law Article 89, Section 4410, to provide payment to Provider at the approved tuition rate established by the Commissioner of the New York State Education Department for the provision of special education services to preschool children as defined by the New York State Education Law and Regulations of the Commissioner; and

**WHEREAS**, “Eligible Child” and “Eligible Children” shall mean a preschool child referred to Provider by the Board who has identified the child as having a disability pursuant to New York State Education Law, Article 89, Section 4410 and served by the Provider; and

**WHEREAS**, “Hour Session” shall mean an eligible child receiving special education itinerant services for one hour or sixty (60) minutes: pursuant to the Regulations of the Commissioner, Section 200.16 (h) (3) (ii) (b) special education itinerant services must be provided at a minimum of two (2) hours per week, with IEPs reflecting hours of service; and

**WHEREAS**, “Half hour unit” shall mean thirty (30) minutes of special education itinerant services delivered to an eligible child: per the New York State Education Department, SEIT services may be delivered in hour sessions, but shall be billed in half-hour sessions; and

**WHEREAS**, “Period of Enrollment” shall mean that period commencing on the first day a child is enrolled in and physically present at or legally absent from a special education program or service offered by a public school or by an approved private school or facility, or an approved educational program or service and terminating on the last day

such child is enrolled in and is physically present at, or absent from such a program or service (Title 8, Education Law, Section 175.6 (a) (2) ); and

**WHEREAS**, "Legal Absence", pursuant to Section 175.6 (a) (1) of the Regulations of the Commissioner, shall mean absent for: personal illness; illness or death in the family, impassable roads or weather, religious observance, quarantine, required court appearance, attendance at health clinics, approved college visits, military obligations, disciplinary detention of an incarcerated youth, or for other such reasons as may be approved by the Commissioner; and

**WHEREAS**, "County Representative" shall mean the Commissioner of the Erie County Department of Health or his designee; and

**WHEREAS**, "Subcontractor" shall mean an agency or individual and its employees who are approved, certified, licensed and or accredited by New York State Education who provide special education services and/or programs to preschool children identified by the Board as having a disability and who is not an employee of the Provider;

**NOW THEREFORE**, in order to make special education itinerant services available to preschool children identified by the CPSE as having a disability pursuant to New York State Education Law, Article 89, Section 4410, the parties hereto mutually agree as follows:

**I. PROVIDER'S RESPONSIBILITIES**

1. Provider shall deliver SEIT services to each eligible child placed with the Provider by the CPSE pursuant to New York State Education Law, Article 89, Section 4410. Services shall be provided as specifically prescribed on the IEP.

2. Provider shall be able to deliver SEIT services to eligible children for a total minimum of two hundred and ten (210) days during the term of this Agreement, including a minimum of one hundred eighty (180) days to be provided between September 1<sup>st</sup> and

June 30<sup>th</sup>, and also for a minimum of thirty (30) days between July 1<sup>st</sup> and August 31<sup>st</sup> of each year.

3. Provider agrees to notify the responsible CPSE and County if Provider is unable to start services within five (5) business days of receipt of the IEP. Provider further agrees to secure the approval of the responsible CPSE if Provider must place eligible child on a waiting list to await the commencement of services and to notify the parent and the County if services must be delayed.

4. Provider agrees to notify CPSE and County if qualified staff person is unable to provide approved service as stated on the IEP for the time period in question. Furthermore, if Provider is unable to provide all services on the child's IEP, other than for a short-term absence of a qualified staff person, then it is the Provider's responsibility to make alternative arrangements with qualified substitute personnel. If alternative arrangements cannot be made, Provider must bring back to CPSE to review for different program placement.

5. Provider shall notify the CPSE and the County in writing when an eligible child has been absent from special education services for five (5) consecutive days or more unless Provider has written documentation from the eligible child's parent(s) or guardian(s) indicating that the eligible child's absence is temporary. If such documentation is obtained, the Provider shall include with the monthly invoice either documentation of extended legal absences or a cover letter verifying that documentation was obtained and the Provider had knowledge that the absence was temporary. If no such documentation is obtained, the Provider shall request in writing that the CPSE Review the appropriateness of placement for special education services for each eligible child who has been absent for five (5) consecutive days or more.

6. Provider shall submit a Monthly Report to the County on the total number of

eligible children who received SEIT services and the total number of half hour units of SEIT services provided to the County no later than the fifteenth (15) day of the month following the month in which related services provided. (A sample format for the SEIT Service Monthly Report to be used by Provider is attached hereto as Exhibit "A".)

7. Provider shall submit a monthly invoice to the County for the actual total number of half hour units delivered to eligible children on or about fifteen (15) days after the end of the month in which SEIT services were delivered. The monthly invoice is to be developed by Provider and submitted with the prior approval of the County (sample attached hereto as Exhibit "D").

8. Provider agrees to submit updated information to the County Representative for each eligible child upon request and to a review by CPSE, to include standardized testing scores when appropriate or a periodic review upon request of CPSE. Provider agrees to contact the County Representative by telephone or fax machine if the County will not be in receipt of updated information within five (5) business days in advance of the CPSE meeting. In the event that Provider requests a change in an eligible child's related services program, County Representative will be notified within five (5) business days prior to the CPSE meeting, or immediately upon request to the County.

9. Provider agrees that no eligible child's parent(s), guardian(s) or other related adult shall be required or requested to make any payment for related services and/or transportation in addition to payment for related services made to eligible children by the County.

10. In the event of an official rate change issued by the Commissioner, Provider shall submit to the County a voucher for any additional payment or any refund due for eligible children enrolled in special education services and programs. Such voucher or notice shall be submitted to the County no later than thirty (30) days after notification of a

rate change. In the event Provider submits such notification to the County after the aforesaid thirty (30) days, the time frame within which the County is responsible to remit payment is extended by an amount equal to the delay in notification. Provider agrees to pay any refund owed the County as a result of a rate decrease within forty-five (45) days of official notification by the Commissioner. Such refund may be made by Provider pursuant to a reasonable repayment plan as approved by the County. Any repayment plan will take into account and allow as an offset any payments from the County that are overdue.

11. A. Provider shall obtain and maintain at its own cost and expense, the following insurance coverage with insurance companies licensed in the State of New York and shall provide the County with a certificate of insurance as evidence of such coverage on County of Erie Standard Insurance Certificate, attached hereto as **Exhibit "E"**:

1. **Comprehensive General Liability**

With a combined single limit (CSL) for Bodily Injury and Property Damage of \$500,000.00 per occurrence and annual aggregate. The coverage shall include premises and operations, products and completed operations, independent contractors, contractual liability (sufficient to cover all liability assumed under contracts with the County) and personal injury liability.

2. **Automobile Liability**

With a minimum combined single limit (CSL) of liability for bodily injury and property damage of \$ 500,000 per occurrence. The coverage shall include owned, hired and non-owned autos.

3. **Excess "Umbrella" Liability**

With a minimum limit of \$ 1,000,000

4. **Professional Liability**

With a minimum limit of \$ 1,000,000

5. **Workers' Compensation and Employers' Liability**

Statutory coverage in compliance with the Workers' Compensation Law of the State of New York

6. **Disability Benefits**

Statutory coverage in compliance with the New York State Disability Benefits Law

11. B. Provider agrees that the General Liability, Automobile Liability, Excess "Umbrella" Liability and Professional Liability policies shall name the County as an additional insured. All policies shall provide that the insurance company or companies issuing the policies shall have no recourse against the County for payment of any premiums or for assessments under any form of policy and the insurance shall apply separately to each insured except with respect to the limit of liability. Provider agrees that insurance certificates required under this Agreement shall state that prior to cancellation, non-renewal, or material change of the policies of insurance referenced above, at least forty-five (45) days advance written notice shall be given to:

The Erie County Department of Health  
95 Franklin Street Room 828  
Buffalo, New York 14202

Provider agrees that all insurance certificates shall be approved by the Erie County Department of Law, prior to the execution of Agreement. Failure of Provider to maintain insurance shall result in the County's termination of this Agreement.

12. The Provider agrees to indemnify, defend, and hold harmless the County of Erie, its agents, employees, representatives, and successors against any and all claims, losses, damages, and injuries, including death, property damage, lawsuits, or other

disputes which result directly or indirectly from services provided by the Provider pursuant to this Agreement.

13. Provider agrees to submit a year-end financial report to the County on the actual annual cost of delivering SEIT services to all eligible children within one hundred twenty (120) days after the conclusion of the Provider's fiscal year. The year-end financial report shall be in the form prescribed by the Commissioner, and in the absence of such a form, approved in advance by the County. County shall honor all extensions granted to Provider by NYSED for submission of the year-end financial report.

14. Provider shall be responsible for the ongoing training of its staff and/or of any subcontractor it may engage to deliver services as specified herein. Provider agrees to require that ALL employees and contracted staff attend ONE (1) training each school year as determined by the county. Provider will submit proof of attendance for all staff.

15. Provider shall prepare and maintain all financial, statistical and other records required pursuant to New York State Education Law, Article 89, Section 4410. All documents and records shall be consistent with the County and State audit requirements. Provider shall retain all financial records and documents related to special education services and programs delivered to each eligible child pursuant to this agreement for seven (7) years after the school year in which the special education services and programs have been delivered.

16. Upon ten (10) days written notice to Provider all records, including financial records, shall be subject to inspection, review or audit by the County and/or the State of New York.

**17. Provider shall maintain standards as required by New York State Law and the New York Code of Rules and Regulations in order to preserve its status as an approved Provider for the delivery of related services. In the event Provider is no**



**longer approved, certified, or licensed by the State of New York to deliver related services to eligible children, this Agreement shall be terminated by the County upon written notice to the Provider, whereupon the Provider shall be entitled to no compensation for services provided after the date of such notice and must reimburse County upon proper disallowance by either County or NYSED.**

18. Provider shall observe all applicable local, State and Federal laws, rules and regulations relating to the confidentiality of client records and information. If and to the extent, and so long as, required by the provisions of 42 U.S.C. 1171 et seq. known as the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated there under, but not otherwise, Provider does hereby assure County that Provider will appropriately safeguard protected health information made available to or obtained by Provider.

19. Provider shall not assign, transfer, convey or otherwise dispose of this Agreement or of its right, title, or interest therein, or the power to execute this Agreement to any person or corporation without the previous consent, in writing, of the County, which consent shall not be unreasonably withheld. Provider will retain ultimate control and responsibility for the service provided and any subcontracts it may enter. Subcontractor shall be bound by the terms and conditions of this Agreement between Provider and County and any other requirement applicable to Provider for the provision of contract services. All subcontracts entered into by Provider relative to the purchase of services pursuant to this Agreement shall be written in accordance with all County, State and federal laws, rules and regulations and shall be available for review by the County and Commissioner. No subcontract shall result in direct financial obligation by the County. Provider shall require by written agreement that subcontractors and their employees agree to the terms and conditions of the original agreement and observe all applicable County, State and Federal laws, rules and regulations relating to the confidentiality of client records

and information as further detailed above.

20. Provider agrees that funding provided by the County shall be acknowledged by the Provider in all of its public correspondence and public relations material.

## **II. COUNTY'S RESPONSIBILITIES**

21. County shall reimburse the Provider for the cost of SEIT services for each eligible child on a monthly basis at the official rate established by the Commissioner within forty-five (45) days of the County's receipt of a valid "Notification of Determination of Placement from the Board" and receipt by the County of an invoice from the Provider listing the actual number of half hour units of SEIT services delivered to each eligible child and the number of legal absences being billed for. All payments made to Provider by County are final and not subject to reconciliation.

## **III. MISCELLANEOUS PROVISIONS**

22. County reserves the right to change the form of or amend *any Exhibits* as necessary and Provider agrees to comply with any such reasonable changes.

23. The term of this Agreement shall be for one (1) year commencing on July 1, 2014 and ending on June 30, 2015. This Agreement shall be subject to two automatic renewals on the anniversary date of execution. Unless either party provided intent to terminate, renewal is assumed.

24. Either party may amend or modify any provision of this Agreement, its exhibits, and any attachments thereto by providing the language of the proposed amendment to the other party who shall either accept or reject the amendment within sixty (60) days of receipt. If not accepted or rejected within that time, the amendment shall be deemed rejected. This Agreement may not be amended or modified in any way in any of its provisions except by written mutual consent, signed by duly authorized representatives of each of the parties hereto. Subject to review and approval by NYSED, new or amended Program Requirements and/or rules and regulations shall not be deemed an amendment

to this Agreement. Notwithstanding anything to the contrary in this Agreement, County and Provider acknowledge and agree that no provision of this Agreement shall abrogate the authority of NYSED to review and approve material amendments to this Agreement.

25. This and future agreements shall only incorporate changes that are (a) required by federal or state law or regulation, or necessary to implement federal or state law or regulation, and (b) unrelated to federal or state law or regulation but acceptable to both parties.

26. Notwithstanding the foregoing, the credentials of any professionals used by the Provider will not be required to exceed or be different from those required by NYSED law or regulation.

27. Each party to this Agreement must notify the other party of a material breach to this Agreement and give the other party a reasonable opportunity to cure the breach before terminating this Agreement.

28. In the event that services under this Agreement are no longer mandated by the State of New York, this Agreement shall be terminated effective upon notice via certified mail to Provider at

BUFFALO HEARING & SPEECH CENTER, INC.  
50 E. NORTH ST  
BUFFALO, NY 14203

29. This Agreement shall be governed by the laws of the State of New York.

30. It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of monies available in the yearly budget in the County of Erie, as approved and to the extent of the availability of applicable monies from either the State of New York or the United States. No liability shall be incurred by the County of Erie beyond such monies made available for the purpose thereof.

31. In the event that any one or more of the provisions contained herein shall, for

any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provisions or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

32. This Agreement is made and executed pursuant to a Resolution of the Erie County Legislature adopted on January \_\_, 20 \_\_, at Session # \_\_, Item Reference \_\_ in the Budget of the Legislative Proceedings.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized representatives on the date first above written.

**SIGNATURE PAGE INSERTED FOLLOWING THIS PAGE**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals of the day and year first above written.

**COUNTY OF ERIE**

By: Mark Poloncarz/Richard Tobe  
County Executive/Deputy Executive  
Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to content:**

(Electronically Signed)  
By: \_\_\_\_\_  
GALE R. BURSTEIN, MD, M.P.H.  
Commissioner  
Erie County Department of Health

Date: \_\_\_\_\_

**Approved as to form:**

(Electronically Signed)  
By: \_\_\_\_\_  
GREG P. KAMMER  
Assistant County Attorney

Date: \_\_\_\_\_

*Buffalo Hearing & Speech*

Vendor Name

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: 5/23/14

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2014 ERIE COUNTY DEPARTMENT OF HEALTH

Contract /Amendment #: \_\_\_\_\_

# UNIFORM CERTIFICATE OF ACKNOWLEDGMENT

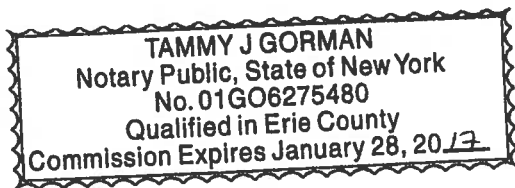
**INSERTED FOLLOWING THIS PAGE**

# UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEW YORK )

COUNTY OF ERIE ) ss.:

On the 6 day of May in the year 2014, before me, the undersigned, personally appeared Joseph Cazzo, personally known to me, who being by me duly sworn, did depose and say that he/she is the President/CEO of Buffalo Hearing & Speech Center, Inc., the corporation described in and which executed the within instrument, that he/she know the seal, that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



Tammy Jo Gorman  
Notary Public

STATE OF NEW YORK )

COUNTY OF ERIE ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, personally appeared Mark C. Poloncarz, Erie County Executive/Richard M. Tobe, Deputy County Executive, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



# **EXHIBIT A**

## **Sample Monthly Report**

# EXHIBIT A

## ERIE COUNTY DEPARTMENT OF HEALTH PRESCHOOL PROGRAM

### MONTHLY REPORT – ERIE COUNTY ONLY

Agency Name: \_\_\_\_\_ Month: \_\_\_\_\_ Year: \_\_\_\_\_

#### TUITION BASED PROGRAMS

**Note:** Report ALL Tuition Based enrollments during the reporting month. Do not include in the "Children Served" count, children receiving Related Services, or SEIT.

- 1) Number of FTE \_\_\_\_\_
- 2) Number of Children Served \_\_\_\_\_

#### RELATED SERVICES

**Note:** Report ALL Related Services performed during the reporting month. Do not include in the "Children Served" count children enrolled in Tuition based programs (Dual Services).

- 1) Number of Children receiving RS \_\_\_\_\_
- 2) Total Number of ½ Hour RS Sessions \_\_\_\_\_

#### SEIT SERVICES

**Note:** The # of Children Receiving SEIT should be for children receiving SEIT Only (Unduplicated count).

- 1) Number of Children receiving SEIT Only \_\_\_\_\_  
(Do not include children receiving SEIT & RS.)
- 2) Total Number of ½ Hour SEIT Sessions for  
ALL Children Including RS Children \_\_\_\_\_  
(Include SEIT Only and SEIT + RS Children.)

#### EVALUATIONS

**Note:** Report only Evaluations provided to the CPSE during the reporting month for both eligible and non-eligible children.

- 1) Number of Evaluations \_\_\_\_\_
- 2) Estimated Cost of Evaluations \_\_\_\_\_

Person Completing Form: \_\_\_\_\_ Date: \_\_\_\_\_

**Due Date:** Please mail or fax by the 15<sup>th</sup> of the month following service.

**Mail to:** Children with Special Needs Division  
Erie County Department of Health  
Attn: Cheryl Gould  
95 Franklin Street – 828 Rath Building  
Buffalo, New York 14202

**Fax to:** (716) 858-6892

# EXHIBIT D

Sample of Monthly Invoice

# PRESCHOOL PROGRAM

Therapeutic Learning for Tots  
1234 Broadway Avenue

Best City, NY 01234

## Bill to:

Erie County Special Needs  
Preschool Program  
95 Franklin St. Rm.  
828  
Buffalo, NY 14202

Invoice # 123456

Invoice Date: 01/31/11

Billing for: PS SEIT

Billing Rate: \$28.00

Child's Name	DOB	Service	Start Date	Term Date	Service MM/YYYY	Sessions	Amount
Anchor, Ryan	09/23/05	Seit	09/08/10		01/2011	24	\$672.00
Cuff, Hillary	01/01/07	Seit	09/08/10		01/2011	16	\$448.00
Gomez, Delina	07/11/07	Seit	09/08/10		01/2011	8	\$224.00
Light, Caden	11/11/06	Seit	12/07/10		01/2011	120	\$3,360.00
Lowney, Robert	03/29/06	Seit	09/08/10		01/2011	24	\$672.00
Port, Colin	08/30/07	Seit	09/08/10		01/2011	48	\$1,344.00
Reef, Coral	04/09/07	Seit	09/08/10		01/2011	6	\$168.00
Rufus, Kaylee	09/24/06	Seit	09/08/10		01/2011	72	\$2,016.00
Sieber, Justin	02/13/05	Seit	01/04/11		01/2011	16	\$448.00
Smith, Darryl	05/10/05	Seit	12/10/10		01/2011	16	\$448.00
Swift, Saylor	06/18/06	Seit	09/09/10	01/15/11	01/2011	16	\$448.00
						Total Amount Due	\$10,248.00

# **EXHIBIT E**

## **Insurance Certificate**

(Please include a copy in each contract copy submitted)

# EXHIBIT E

## CLASSIFICATION C: PROFESSIONAL SERVICES COUNTY OF ERIE STANDARD INSURANCE REQUIREMENTS

### Vendor Insurance Classification C: Contracts Involving Professional Services

1. The provider of professional services shall obtain, at his own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the County of Erie Standard Insurance Certificate.
  - A. Comprehensive General Liability
    - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$500,000 per occurrence and annual aggregate. The coverage shall include:
      - Premises and Operations
      - Products and Completed Operations
      - Independent Contractors
      - Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Erie)
      - Personal Injury Liability (Coverages A, B & C)
  - B. Automobile Liability
    - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$500,000 each occurrence. The coverage shall include Owned, Hired, and Non Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policies).
  - C. Excess "Umbrella" Liability
    - with a minimum limit of \$1,000,000
  - D. Workers' Compensation and Employers' Liability
    - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York.
  - E. Disability Benefits
    - providing statutory coverage in compliance with the New York State Disability Benefits Law.
  - F. Professional Liability (Errors and Omissions or Malpractice)
    - with a minimum limit of \$1,000,000

2. Comprehensive General Liability, Automobile Liability and Excess "Umbrella" Liability and Professional Liability shall name the County of Erie and any Board, Bureau, Commission or Agency thereof as additional insureds.
3. All policies in which the County of Erie is named as an additional insured shall provide that:
  - A. The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy.
  - B. The insurance shall apply separately to each insured (except with respect to the limit of liability).
4. Prior to cancellation, non-renewal or material change of the above policies, at least forty-five (45) days advance written notice shall be given to the County of Erie, Department of Law, 69 Delaware Avenue, Buffalo, N.Y. 14202 and the Agency requesting the certificate.
5. All certificates of insurance shall be approved by the Erie County Department of Law prior to the inception of any work.

REV 1/85



# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

225 OAK STREET, BUFFALO, NEW YORK 14203-1685  
Phone: (716) 851-2213

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 461373017  
BUFFALO HEARING AND SPEECH  
CENTER INC  
50 EAST NORTH STREET  
BUFFALO NY 14203

### POLICYHOLDER

BHSC SUPPORT SERVICES INC  
DBA BHSC SERVICES  
50 EAST NORTH STREET  
BUFFALO NY14203

### CERTIFICATE HOLDER

ERIE COUNTY DEPARTMENT OF HEAL  
95 FRANKLIN ST  
BUFFALO NY 14202

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
B 2303 725-2	110483	10/01/2013 TO 10/01/2014	4/22/2014

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2303 725-2 UNTIL 10/01/2014, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 10/01/2014 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790  
VALIDATION NUMBER: 149404685





# CERTIFICATE OF LIABILITY INSURANCE

BUFFHEA-01

MBRADLEY

DATE (MM/DD/YYYY)

4/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lawley Agency, LLC 361 Delaware Avenue Buffalo, NY 14202	<b>CONTACT NAME:</b>	<b>PHONE (A/C, No, Ext):</b> 1 (716) 849-8618	<b>FAX (A/C, No):</b> 1 (716) 849-8291
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  Buffalo Hearing & Speech Center Inc 50 East North Street Buffalo, NY 14203	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Philadelphia Indemnity Ins Co		18058
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			PHPK1056826	8/1/2013	8/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Prof Liab/Sex Abuse						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b>			PHPK1056826	8/1/2013	8/1/2014	Professional \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
A	<b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/> OCCUR		PHUB430243	8/1/2013	8/1/2014	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Named Insureds

BHSC Management Corporation  
BHSC Support Services  
Buffalo Hearing & Speech Center, Inc.  
Buffalo Hearing & Speech Center Foundation, Inc.

**CERTIFICATE HOLDER****CANCELLATION**

Erie County Department of Health  
95 Franklin St.  
Buffalo, NY 14202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# **EXHIBIT F**

## **NYSED APPROVAL TO PROVIDE SPECIAL EDUCATION ITINERANT SERVICES TO PRESCHOOL CHILDREN**

(Please include a copy of the approval letter in each contract copy submitted)



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234

OFFICE OF P-12 EDUCATION: Office of Special Education  
 ASSISTANT COMMISSIONER  
 Room 301M EB, 89 Washington Avenue • Albany, NY 12234  
[www.p12.nysed.gov/specialed/](http://www.p12.nysed.gov/specialed/)

Telephone: (518) 402-3353  
 Fax: (518) 402-3634

9/26/2013

Name of Agency: BUFFALO HEARING & SPEECH CENTER, INC.

Agency Code and County Name: 140600995982, ERIE

Type of Programs: Special Class (9100, 9116), Special Class in an Integrated Setting (9160, 9165), Special Education Itinerant Services (SEIS), Multidisciplinary Evaluation Program

Program Site Address	Program Code	Overall Students/Teacher/Para Ratio	Special Ed Students/Teacher/Para Ratio	Bilingual Language	Half Day		Full Day		School Year Code	
					# of Classes	# of	# of	# of	2	10
[BUFFALO HEARING AND SPEECH CENTER 5225 SHERIDAN DRIVE WILLIAMSVILLE, NY 14221 716-885-8318 JOSEPH SONNENBERG (Moved administrative offices, except for the office of the Program Director, to this location from 50 East North Street, Buffalo, effective 6/8/13.)	9100 [9100]	6:1+1 [8:1+1]	6:1+1 [8:1+1]	None [None]	0 [0]	-7	[4]	5 [5]	A [A]	I [I]
BUFFALO HEARING AND SPEECH CENTER 50 EAST NORTH STREET BUFFALO, NY 14203 716-885-8318 JOSEPH SONNENBERG (Changed the ratios of two 9100 classes from 6:1+1 to 8:1+1. Moved one 9100 class with 6:1+1 ratio to 445 Evans Street, Williamsville site.)	9100	12:1+1	12:1+1	None	0	1		5	A	I

# 2014 Budget Resolutions

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RESOLVED, that the following are specifically made a part of the official budget and capital program for 2014:

1. RESOLVED, that County officials and employees shall be reimbursed for the use of privately owned automobiles in the performance of county business. The rate per mile for those employees covered by collective bargaining agreements shall be adjusted pursuant to provisions of these agreements and will be extended to all county employees upon notification of the Comptroller by the County Executive.
2. RESOLVED that the 2014 Budget is hereby amended to include appropriate legislative actions completed since September 1, 2013.
3. RESOLVED, that the County Executive is authorized to accept and administer all grants and awards made to the County by an outside agency including the state and federal governments; and be it further

RESOLVED, that the County Executive is hereby authorized to enter into contracts with grantor agencies for the purpose of receiving grants awarded or budgeted for fiscal year 2014; and be it further

RESOLVED, that approval is also authorized to apply any unused balance from one grant program to the same grant program of a subsequent year, with the approval of the grantor and the Director of Budget and Management; and be it further

RESOLVED, that except where otherwise prohibited by law or contract, in the event that the federal or state share or reimbursement for any grant is reduced, the County of Erie's share shall be reduced proportionately. Except where otherwise prohibited by law or contract, if any grant funding is not continued by the grantor, the County Executive is hereby authorized to adjust, reduce or terminate any item of appropriation in any such grant or project; and be it further

RESOLVED, that in the case of a grant expiring or grant funding reductions any and all positions authorized by that grant funding shall be deleted, and no further expenditures for personnel or any other appropriations shall be authorized; and be it further

RESOLVED, that the Director of Budget and Management is hereby authorized, subject to prior legislative approval, to adjust grant appropriations and revenues in accordance with the final grantor funding levels or grantor authorized changes to award amounts, provided there are no changes to authorized personnel levels and county share amounts.

4. WHEREAS, interdepartmental billings between county departments represent the cost that a department incurs for services provided to another department or grant and are used in part to maximize revenue in departments that are eligible for reimbursement; and

WHEREAS, interdepartmental billing accounts cannot be used to purchase goods or supplies and, therefore, cannot be utilized to increase expense.

RESOLVED, that the County Executive is hereby authorized to enter into contracts and amendments to those contracts, with the following organizations approved by New York State to provide Early Intervention and Preschool Education in whatever form of incorporation they maintain along with their subsidiaries, affiliates and practice groups to provide Public Health Services in order to assure continuation of vital services:

ARC of Orleans County (Rainbow Preschool)  
Aspire (aka Cerebral Palsy Association of Western New York)  
Aurora Audiology and Speech Associates  
Baker Victory Services  
Baker Victory Services dba Child Pro of WNY  
Beyond Boundaries: Therapy for Kids  
Blessed Beginnings Family Services  
BOCES - Erie #1  
Bornhava, Specialized Early Childhood Center of WNY  
Buffalo Hearing and Speech Center  
Buffalo Guidance Group  
Cantalician Center for Learning  
Cattaraugus-Allegany-Erie-Wyoming BOCES  
CHC Learning Center  
Child Pro (aka: Southshore Comprehensive Therapies)  
Diversified Children's Services  
Elizabeth Pierce Olmstead, M.D., Center for the Visually Impaired  
Erie – Chautauqua – Cattaraugus BOCES # 2  
Erie County Medical Center Corporation  
Ganrormic (dba: Wee Can Preschool)  
Gateway-Longview Therapeutic Preschool  
Hearing and Speech Center of WNY  
Hearing Evaluation Services of Buffalo  
Heritage Education Program (ARC)  
InterActive Therapy Group  
Kaleida Health System  
League for the Handicapped  
Liberty Post  
McAuley Seton Home Care Corporation  
Niagara – Orleans BOCES  
Orchard Park Early Intervention RN Services  
People Inc.  
Silver Creek Montessori (aka: Buffalo Hearing and Speech at Fredonia)  
Speech, Language and Communication Associates  
Southtowns Childrens SLP, PT & OT Associates  
Stepping Stone Physical Therapy  
Summit Educational Services  
Tender Loving Care Health Care Services  
Therapeutic LINK for Children  
Two OT's Inc. (dba: Foundations Development Readiness Center Children's Occupational Therapy Resources)  
United Cerebral Palsy Association of Western New York (Aspire)

and be it further